



**IDAHO TRANSPORTATION DEPARTMENT (ITD)**  
**INVITATION TO BID (ITB)**  
**REQUISITION# D153230**  
**DISTRICT FOUR ANTI-SKID MATERIAL**

June 29, 2010

**ALL sealed bids must be received by 5:00 PM MDT on July 15, 2010. Sealed bids will be opened at 10:30 AM MDT on July 16, 2010 at Business and Support Management, Purchasing Unit, at 3311 West State Street in Boise. The scope of work consists of crushing and hauling anti-skid material for District Four in accordance with the plans and Special Provisions contained herein.**

**Public Works Licensing IS NOT Required**

Contact Sherry Jenkins, Purchasing Agent, for clarification of bid requirements at (208) 334-8088.  
**All Questions** relating to bid specifications must be faxed to: (208) 334-8824 or emailed to:  
[sherry.jenkins@itd.idaho.gov](mailto:sherry.jenkins@itd.idaho.gov)

**ALL QUESTIONS** must be received **NO LATER THAN July 9, 2010** at 5:00 PM MDT.

FOR BID UPDATES, ADDENDUMS, OR BID RESULTS go to:  
<http://itd.idaho.gov> "Doing Business with ITD", "ITD Goods and Services"

**RETURN BID IN A SEALED ENVELOPE CLEARLY MARKED AS SHOWN:**

**Vendor Name:** \_\_\_\_\_  
**Requisition #: D153230**  
**Bid Close Date: July 15, 2010 5:00 PM MDT**  
**Bid Open Date: July 16, 2010 10:30 AM MDT**  
**Item Bidding: DISTRICT FOUR ANTI-SKID MATERIAL**

**Mailing Address**

Idaho Transportation Department  
Business & Support Management - Purchasing Unit  
3311 W. State St. (P.O. Box 7129)  
Boise, ID 83703 (83707-1129)

**IDAHO TRANSPORTATION DEPARTMENT (ITD)**  
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**DISTRICT FOUR ANTI-SKID MATERIALS**

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## **I. SCOPE OF WORK**

### **1. PURPOSE**

This work shall consist of crushing and hauling anti-skid material to the stockpile sites per the specifications contained by requisition D153230.

This solicitation may result in TWO contracts, for items 635-1 through 635-10, and 635.11 through 635-11 through 635.15.

The term of this contract(s) shall be for one (1) year, with an option to renew for two (2) additional one-year periods, when agreed upon by both the parties.

### **2. SUPPLY REQUIREMENTS**

It is the intent of this contract to furnish and place anti-skid material in stockpile, as directed, at the following locations:

LINE ITEM	STOCKPILE LOCATIONS	ANTI-SKID TYPE	EST 2010 QUANTITIES
635-1	Sublett Yard, MP244.8 on I-84	5 Modified	4,500 TONS
635-2	Juniper Yard, MP269.6 on I-84	5 Modified	1,500 TONS
635-3	Raft River Yard, MP14.81 on I-86	5 Modified	1,000 TONS
635-4	Declo IC, MP57.7 on SH-25	5 Modified	1,200 TONS
635-5	Malta Yard, MP1 on SH-77	5 Modified	3,800 TONS
635-6	Salt Lake IC, MP0.1 on I-86	5 Modified	1,000 TONS
635-7	Kasota Yard, MP201 on I-84	5 Modified	3,800 TONS
635-8	Hansen Bridge Yard, MP4.6 on SH-50	5 Modified	1,000 TONS
635-9	Jerome Yard, MP165 on I-84	5 Modified	3,900 TONS
635-10	Bliss Yard, MP141 on I-84	5 Modified	5,000 TONS
635-11	Shoshone Yard, MP165 on SH-26	5 Modified	2,800 TONS

635-12	Carey Yard, MP205 on US-93	5 Modified	1,500 TONS
635-13	Fairfield Yard, MP153 on SH-20	5 Modified	4,000 TONS
635-14	Timmerman RA, MP178 on SH-20	5 Modified	1,300 TONS
635-15	Hailey Yard, MP118 on SH-75	5 Modified	1,000 TONS

### 3. MATERIAL SPECIFICATIONS

#### 3.1 Source of Materials

##### 3.1.1 Designated Source(s)

Designated source(s) are not identified for this project.

##### 3.1.2 Contractor Furnished Source(s)

The Contractor shall furnish approved source(s) for all materials. A list of state owned or controlled sources is available at the District office.

##### 3.1.3 Cost

For ITD controlled sources, the source recovery fee shall be the applicable rate as established in the ITD Materials Manual Section 270.02.05 Source Control at the time of bidding.

#### 3.2 Special Provisions

The following Special Provisions and all addenda issued, supplement, or modify the 2004 Idaho Transportation Department Standard Specifications for Highway Construction, July 2009 Supplemental Specifications, Quality Assurance Manual and QA Special Provisions. **This is not a federally funded project.**

The 2004 Idaho Transportation Department Standard Specifications for Highway Construction, the Quality Assurance Manual, and most current Supplemental Specifications can be found on the Web at the following address:

<http://itd.idaho.gov/newsandinfo/publications.htm>

##### 3.2.1 ON PAGE 22, SUBSECTION 104.06 – MAINTENANCE OF PUBLIC HAUL ROADS

Replace the second paragraph with the following:

Dust nuisance due to the Contractor's operations on public roads, highways and streets shall be abated in a satisfactory manner by the application of water or other dust palliative as directed. Except for routes involving Contractor

furnished sources, payment will be made as provided under Subsection 205.05, or as Extra work if no contract item has been provided.

The Contractor shall be responsible for dust abatement as a result of the Contractor's operations on all public roads used in hauling to or from Contractor furnished sources. No extra payment shall be made for this work.

**3.2.2 ON PAGE 74, SUBSECTION 107.01 – LAWS TO BE OBSERVED**

Delete the second paragraph.

**3.2.3 ON PAGE 102, SECTION 109.01 – MEASUREMENT OF QUANTITIES**

Add the following to part 2:

The Contractor shall supply all the necessary labor to collect the tickets at the point of discharge. The weight ticket shall be available to the inspector immediately upon request. Payment will only be made for material represented by weight tickets delivered to the Engineer in conformance with these provisions.

**3.2.4 ON PAGE 459, SECTION 635.03 – CONSTRUCTION REQUIREMENTS**

Add the following:

The contractor shall allow the material to sit in the stockpile and drain to moisture content of 7% or less prior to hauling to the final stockpile site.

The stockpile shall be constructed to as great a height (25 to 30ft) as is practical while maintaining a practical length and width. The Contractor shall use a dozer or radial stacker to build the final stockpile. **Front end loaders will not be allowed.**

Aggregates shall be free from wood, roots, bark, soft or disintegrated pieces, or other detrimental matter. Blend sand may be approved for use to correct deficiencies in the grading size, provided the combination meets the specification requirements for the class of material being produced. A 2% tolerance will be given for the percentage retained on the maximum size sieve for screen wear provided that 100% of the material passes the next larger sieve size. For specification requirements, the percent passing gradation will be rounded to the nearest whole number.

### 3.2.5 ON PAGE 491, SECTION 703.10 – AGGREGATE FOR ANTI-SKID

Add the following:

Add the following:

The aggregate used for production shall have a loss of not more than 40% in the Los Angeles abrasion test.

Particles retained on the #4 sieve shall have one fractured face or more as determined by WAQTC TM-1, method 1.

Aggregate for anti-skid material whether screened or crushed, shall conform to the following gradation:

#### Type 5 Modified Anti-Skid Material

Sieve Size	% Passing
3/8 (9.5mm)	100
#4 (4.75mm)	35-95
#30 (.60mm)	0-35
#200(.075mm)	0-12

## 4. MEASUREMENT AND PAYMENT

The Contractor will be paid in accordance with the bid schedule. Payments otherwise due may be withheld on account of substandard or defective work not remedied. Anti-skid will be measured by the TON in accordance with Section 109.01 of the 2004 ITD Standard Specifications. The accepted quantities of the item will be paid for at the contract unit price based on the tons of anti-skid stockpiled at the designated sites.

Billing for this contract may be submitted monthly as the work progresses. In the event of multiple accounts or contracts, the billing must be separated. Combined account billing will not be accepted. Billings must be sent to: ITD District 4 Headquarters, Attn: Scot Stacey, 216 South Date Street, Shoshone, ID 83352.

## 5. COMPLETION DATE AND PENALTIES

Work shall commence prior to **September 30 for each contract period; first year completion date September 30, 2010**. The Contractor and ITD Contract Manager shall mutually determine the starting date, delivery quantities, and shall notify the affected Maintenance Foreman 10 days before the starting date. All work on this project shall be completed within 30 Calendar Days. Once started, work shall be diligently pursued until completion.

The amount of Late Fees for failure to complete the work on time will be \$500.00 per working day. At no time will the total amount of late fees exceed \$500.00 per working day. **Note:** Working day shall be defined in Subsection 101.02 of the Idaho Standard Specifications for Highway Construction, 2004 Edition.

#### **6. ADDITIONAL CONTRACTOR RESPONSIBILITY**

The Contractor shall be responsible for damage or injury to State or private property of any character during the execution of the work resulting from any act. The Contractor shall restore such property to a condition similar or equal to that existing before such damage or injury was done. All such repairing, rebuilding or restoration shall be at the Contractor's expense.

#### **7. CONSTRUCTION SIGNING**

W8-6 (30 X 30in) TRUCK CROSSING signs may be required as directed at the material source site and the stockpiles sites.

No separate payments will be made for signing.



## II. BID GUIDELINES

### 1. INFORMATION GIVEN PRIOR TO AWARD

Oral explanations, instructions, and interpretations given to bidders prior to award of contract will not be binding. It is the Department's intent to provide all bidders equal opportunity to access and acquire all available pertinent information necessary to formulate a responsive bid. Any information, specifications, plans, data, or interpretations which the Department discovers is lacking and may be important to all bidders, will be furnished to all bidders in the form of an addendum, the receipt of which shall be acknowledged.

### 2. PERFORMANCE

Submission of a bid by any Contractor shall be accepted as prima facie evidence that they have satisfied themselves as to the nature and location of the work and all other matters, which can in any way affect the work or cost thereof under the contract. Any failure of the Contractor to acquaint them with all available information, including a physical survey of the site of the proposed work, shall not relieve them from successfully performing all the work required.

### 3. BIDDING REQUIREMENTS AND CONDITIONS

Sealed Bids will be received at the time and place stated on the Cover Page. Timely receipt of Bids will be determined by the date and time the Bid is received at the address specified. Hand delivery is encouraged to ensure timely receipt. No Bid will be accepted after the time indicated. All material that is submitted in accordance with this solicitation becomes the property of the State of Idaho and will not be returned.

The bidder shall submit their bid proposal upon the forms furnished by the Department. A bidder may choose to submit pricing for as many, or as few, line items as they choose. In the bid schedule, the bidder shall specify a unit price in figures for each pay item for which a quantity is given and show the products of the respective unit prices and quantities written in figures in the columns provided. Award will be made, by line item, to the lowest responsive, responsible bidder. Multiple contracts may be awarded.

In the event of a discrepancy between unit bid prices and extensions, the unit bid price shall govern. All figures shall be written in blue ink or typed. Penciled entries will not be accepted. If entries are in pencil, the bid shall be considered irregular and the bid will be rejected.

The bid shall be signed with blue ink by the individual or agency authorized to sign and submit this bid for the bidder. The bid signature page must include the bidder name and address and the state and address in which the business is domiciled.

#### **4. IRREGULAR BIDS**

Bids will be considered non-responsive and shall be rejected for the following reasons:

1. If the Bid Form(s) are on a form other than that furnished by the State or if the form is altered or any part thereof is detached.
2. If there are unauthorized additions, conditional or alternate bids, omission of addenda, or irregularities of any kind, which tend to make the bid incomplete, indefinite, or ambiguous as to its meaning.
3. If the bidder adds any provisions reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
4. If the Bid Schedule does not contain a unit price for each pay item listed except in the case of alternate pay items.
5. If the Bid Documents are not sealed, when received by the Department.
6. If the Signature Page is not signed in blue ink.
7. If Addendums are not signed and returned with the Bid Documents.

#### **5. DISQUALIFICATION OF BIDDERS**

Any of the following reasons may be considered as being sufficient for the disqualification of a bidder and the rejection of their bid or bids:

1. More than one bid, for the same work from an individual, partnership or corporation under the same name or a different name.
2. Evidence of collusion among bidders. Participants in such collusion will receive no recognition as bidders for any future work of the State until any such participant shall have been reinstated as a qualified bidder.

#### **6. CONSIDERATION OF BID**

After the bids are opened and read, they will be compared on the basis of the summation of the products of the approximate quantities shown in the bid schedule by the unit bid prices. The results of such comparisons will be available <http://itd.idaho.gov> 'Doing Business with ITD', 'Bid and Contract Information', 'ITD Goods and Services'. The right is reserved to reject any or all bids, to waive technicalities, to advertise for new bids, or to proceed to do the work otherwise, if, in the judgment of the Department, it is in the best interest of the State.

#### **7. BIDDER CHALLENGE TO DEPARTMENT DETERMINATION**

A bidder who did not submit the lowest responsible bid as determined by the Department may within five (5) calendar days of bid opening file a written application to challenge the Department's determination of the lowest responsible bidder and apply to the Department's chief engineer for the

appointment of a hearing officer to hold a contest case hearing. The application shall set forth in specific terms the reasons why the Department's decision is thought to be erroneous.

## **8. EXECUTION / AWARD OF THE CONTRACT**

The award of contract, if it is awarded, will be made within 15 calendar days after the Intent to Award Notice letter has been mailed to the lowest responsive bidder whose bid complies with all requirements prescribed. However, the award may be deferred beyond 15 calendar days by mutual written agreement between the Department and the lowest responsive bidder.

The contract shall be signed by the lowest responsive responsible bidder and returned within 15 calendar days after the bidder has received the contract. If the contract is not executed by the State within 15 calendar days following receipt from the bidder of the signed contracts, the bidder shall have the right to withdraw their bid without penalty. No contract shall be considered as effective until it has been fully executed by all of the parties thereto.

## **9. BIDDER ACKNOWLEDGEMENT**

The successful Contractor must be registered to receive payment(s) from ITD. A W-9 Form, Request for Taxpayer Identification Number and Certification, completed and signed by the contractor, is required for this purpose. Work cannot commence until the contractor has registered with ITD, by submitting a W-9 Form.

## **10. FAILURE TO EXECUTE CONTRACT**

Failure to execute the contract within 15 calendar days, after the contract has been received by the bidder, shall be just cause for the cancellation of the award of contract. Award may then be made to the next lowest responsible bidder or the work may be re-advertised or otherwise, as the Department may decide.

## **11. USE TAX**

The exercise of control over State-owned material by a Contractor who is improving real property (roadways, etc.) will incur the imposition of a use tax.

Bidders are advised to consult Section 63-3609, Idaho Code, and IDAPA 35, Title 01, Chapter 02, Sales Tax Administrative Rule 012, "Contractors Improving Real Property," and Rule 013, "Road and Paving Contractors," or contact the Idaho State Tax Commission for guidance. (Telephone No. (208) 334-7691)

Section 63-3609, Idaho Code can be found on the Web at the following address:

<http://www3.state.id.us/idstat/TOC/63036KTOC.html>

IDAPA35.01.02 can be found on the Web at the following address:

<http://www2.state.id.us/adm/adminrules/rules/idapa35/0102.pdf>

In the case of aggregates the amount of this tax will differ depending on whether the material is obtained from a State-owned material source or whether it is obtained from a State-owned stockpile. Use tax is due on the fair market value of the material, and the crushed value shall be higher than for unprocessed material.

The tax will also differ depending on whether a Contractor both crushed the material and placed it on the roadway or the Contractor performs only one of these operations and hires a subcontractor to perform the other. If the contractor hires a subcontractor to crush the material, he must pay a sales tax to the crusher for this fabrication labor. If the contractor crushes and applies the material, or gives material he crushes to a subcontractor for application, the contractor owes use tax on the royalty value.

### **III. TERMS AND CONDITIONS**

#### **1. STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION**

The Standard Specifications for Highway Construction (ITD 2004), the most current Supplemental Specifications, the January 2008 Quality Assurance Manual, the QA Special Provisions are incorporated by reference where applicable to this contract. The Idaho Transportation Department's Standard Specifications for Highway Construction manual is available to the Contractor for \$30.00 plus tax. Contact the Idaho Transportation Department at 334-8430 to purchase, or visit: <http://itd.idaho.gov/>, click on Publications, Highways, Specifications Manual to download a PDF version with the most current Supplements.

#### **2. CONTRACT ADMINISTRATION**

Unless otherwise modified by this Invitation to Bid, the contract and work for the project shall be administered in accordance with ITD's 2004 Standard Specifications for Highway Construction. The most current version of ITD's Supplemental Specifications to the 2004 Standard Specifications shall also apply.

After award, Contract Manager shall be Scot Stacey, District 4 Maintenance Engineer, 216 South Date Street, Shoshone, phone 208-886-7805. Contractor shall contact the Contract Manager prior to production and/or delivery of materials.

#### **3. CONTRACT AWARD**

The contract will be awarded ALL OR NONE for items 635-1 through 635-10 and ALL OR NONE for items 635-11 through 635.15 to the lowest responsive bidder(s). All costs are F.O.B. destination. ITD reserves the right to change the quantity due to budget constraints.

#### **4. CONTRACT TERM**

The term of this contract shall be one (1) year with an option to renew for two (2) additional one-year periods.

#### **5. CHANGES**

The Department reserves the right to revise the "Work Locations and Schedule" and to make other changes within the general Scope of Work as may be deemed necessary to best serve the interests of the Department. Changes in compensation, which may result from such revisions, shall be documented by formal Change Order to the contract and approved by the Purchasing Agent.

#### **6. CLAIMS FOR ADJUSTMENT AND DISPUTES**

If the Contractor believes that additional compensation is due them for work or material not clearly covered in the contract, or not ordered as extra work, as defined herein, they shall prosecute their claim in the following manner.

Prior to doing the work on which they believe additional compensation is due them, the Contractor shall notify the District Engineer, in writing of their intent to file a claim. If such notification is not given, then the Contractor shall thereby waive their right to any claim for such additional compensation.

At a minimum, the detailed letter shall include a narration of events, citing of entitlement and a showing of the amount of compensation and/or adjustment of time believed due. Full documentation for all elements in the letter shall be included. The claim will be considered and a determination made. The District Engineer will notify the Contractor in writing of the decision.

The decision will be final and conclusive unless, within thirty (30) days from receipt of the District Engineer's letter, the Contractor submits an appeal in writing to the Purchasing Agent. All pertinent information, references, arguments and data to support the claim shall be included. The Purchasing Agent will review the claim and the Contractor will be notified by mail. This decision will be final and conclusive.

In connection with any appeal proceeding under this subsection, the Contractor will be afforded an opportunity to be heard and offer evidence in support of their claim at any level of review. Pending final decision of a dispute hereunder the Contractor shall proceed diligently with performance of the contract.

## **7. FORCE MAJEURE**

Neither party shall be liable or deemed to be in default for any Force Majeure delay in shipment or performance occasioned by unforeseeable causes beyond the control and without the fault or negligence of the parties, including, but not restricted to, acts of God or the public enemy, fires, floods, epidemics, quarantine, strikes, freight embargoes, or unusually severe weather, provided that in all cases the Contractor shall notify the State promptly in writing of any cause for delay and the State concurs that the delay was beyond the control and without the fault or negligence of the Contractor. The period for the performance shall be extended for a period equivalent to the period of the Force Majeure delay. Matters of the Contractor's finances shall not be a Force Majeure.

## **8. COMPLIANCE**

If a formal and written complaint is registered with the Contractor in respect to unsatisfactory work performance, the Contractor will have 72 hours in which to respond in person to the complaint, to remedy the problem(s). Failure to respond in the prescribed time to the complaint or to remedy the problem may result in termination of the contract as provided in Section 9 Termination.



If the District Engineer is not satisfied with the results and remediation of the complaint, periodic and joint inspections with the Contractor may be required to discuss and point out Contractors violations. Failure of the Contractor to attend these inspections may result in termination of the contract.

#### **9. TERMINATION**

Should the Contractor neglect to prosecute the work properly, or fails to perform any provision of the contract, the Department, after seven (7) days from written notice to the Contractor, may without prejudice to any other remedy they may have, make good the deficiencies and may deduct the cost thereof from the payment then or thereafter due to the Contractor or, at its option, may terminate the contract and take possession of all materials, tools, fixtures and furnish the work by such means as the Department sees fit, and if the unpaid balance of the contract price exceeds the expense of finishing the work, such excess shall be paid to the Contractor, but if such expense exceeds such unpaid balance, the Contractor's surety shall pay the difference to the Department.

#### **10. INDEMNIFICATION**

The Contractor shall indemnify, save harmless, and defend regardless of outcome, the State from the expenses of and against all suits, actions, claims, or costs, expenses, and attorney fees that may be incurred because of any injuries or damages received or sustained by any person, persons, or property on account of the operations of the Contractor or their subcontractors; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in the work; or because of any act or omission, neglect, or misconduct of the Contractor or their subcontractors; or because of any claims or amounts recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act or any other law, ordinance, order or decree.

#### **11. ILLEGAL ALIENS**

The contractor warrants that any contract resulting from this solicitation is subject to Executive Order 2009-10 ([http://gov.idaho.gov/mediacenter/execorders/eo09/eo\\_2009\\_10.html](http://gov.idaho.gov/mediacenter/execorders/eo09/eo_2009_10.html)); it does not knowingly hire or engage any illegal aliens or persons not authorized to work in the United States; it takes steps to verify that it does not hire or engage any illegal aliens or persons not authorized to work in the United State; and that any misrepresentation in this regard or any employment of person not authorized to work in the United States constitutes a material breach and shall be cause for termination of its contract.

#### **12. INSURANCE REQUIREMENTS**

The Contractor shall carry such public liability and property damage insurance that will protect them and the State of Idaho from claims for damages for bodily injury, including accidental death, as well as for

claims for property damages, which may arise from operations under the contract whether such operations be by themselves or by anyone directly or indirectly employed by either of them.

The Contractor shall not commence work under the contract until he obtains all insurance required under this provision and furnishes a certificate or other form showing proof of current coverage to the State. All insurance policies and certificates must be signed copies. After work commences, the Contractor will keep in force all required insurance until the contract is terminated.

**1. Commercial General and Umbrella Liability Insurance**

Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this contract.

CGL insurance shall be written on ISO occurrence form CG 00 01 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

**2. Business Automobile and Umbrella Liability Insurance**

Contractor shall maintain automobile liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos).

**3. Workers Compensation Insurance and Employer's Liability**

Worker's Compensation. The CONTRACTOR and all employers providing work, labor or materials under this contract, are subject employers under the Idaho Worker's Compensation Law, and shall comply with Idaho Statutes regarding Worker's Compensation.

For the duration of this Contract, and until all work specified herein is complete, the CONTRACTOR and all employers providing work, labor or materials under this contract, shall provide Idaho Worker's Compensation coverage that satisfies Idaho law for all their subject workers.

The CONTRACTOR must provide either a Certificate of Idaho Workers' Compensation Insurance issued by a surety licensed to write Idaho Workers' Compensation Insurance in the State of Idaho, as evidence that the CONTRACTOR has in effect a current Idaho Workers' Compensation Insurance policy, or an extraterritorial certificate approved by the Idaho Industrial Commission from a State that has a current reciprocity agreement with the Industrial Commission.



**Employer's Liability:** This coverage is written in conjunction with Worker's Compensation and provides insurance for the employer's liability to its employees in circumstances where the injury is not covered by the Worker's Compensation law and the employer may be subject to common law liability. Employer's liability insurance shall be a minimum amount of \$100,000 per occurrence.

**Additional Requirements:**

**State of Idaho as Additional Insured:** The liability insurance coverage required for performance of the Contract shall include the State of Idaho, the Idaho Transportation Department and its division, officers and employees as additional insured, but only with respect to the CONTRACTOR'S activities to be performed under this Contract.

**Notice of Cancellation or Change:** The CONTRACTOR shall ensure that all policies of insurance are endorsed to read that there shall be no cancellation, material change, potential exhaustion of aggregate limits or intent not to renew insurance coverage(s) without thirty (30) days prior written notice from the CONTRACTOR or its insurer to the Idaho Transportation Department. CONTRACTOR shall further ensure that all policies of insurance are endorsed to read that any failure to comply with the reporting provisions of this insurance, except for the potential exhaustion of aggregate limits, shall not affect the coverage(s) provided to the State of Idaho, Transportation Department and its divisions, officers and employees.

# BID SCHEDULE

**BIDDER:** \_\_\_\_\_

The following quantity is an estimate to be used for bidding purposes only. It is not a guaranteed delivery quantity as quantity may be more or less than what is being represented.

Each Bid item shall be filled in completely by the Contractor in the bid schedule, by indicating total dollars and cents under Unit Price and Total Cost. All figures shall be written in ink or typed. Penciled entries will not be accepted, will be considered irregular and will be rejected. If Contractor desires to bid no cost, it must be designated as "0.00" or "N.C." (No Cost) or his/her bid will be considered irregular and will be rejected. Contractors may bid on South Area or North Area or both areas.

**AWARD WILL BE MADE, ALL OR NONE, TO THE LOWEST RESPONSIVE, RESPONSIBLE BIDDER(S)  
FOR "SOUTH AREA" AND "NORTH AREA"  
MULTIPLE CONTRACTS MAY BE AWARDED**

## SOUTH AREA – TO BE AWARDED ALL OR NONE

ITEM NO.	LOCATION	ESTIMATED QUANTITY	PRICE PER TON	EXTENDED AMOUNT
			DOLLARS   CTS	DOLLARS   CTS
635-1	Sublett Yard, MP244.8 on I-84	4,500 TONS	X \$	= \$
635-2	Juniper Yard, MP269.6 on I-84	1,500 TONS	X \$	= \$
635-3	Raft River Yard, MP14.81 on I-86	1,000 TONS	X \$	= \$
635-4	Declo IC, MP57.7 on SH-25	1,200 TONS	X \$	= \$
635-5	Malta Yard, MP1 on SH-77	3,800 TONS	X \$	= \$
635-6	Salt Lake IC, MP0.1 on I-86	1,000 TONS	X \$	= \$
635-7	Kasota Yard, MP201 on I-84	3,800 TONS	X \$	= \$
635-8	Hansen Bridge Yard, MP4.6 on SH-50	1,000 TONS	X \$	= \$
635-9	Jerome Yard, MP165 on I-84	3,900 TONS	X \$	= \$
635-10	Bliss Yard, MP141 on I-84	5,000 TONS	X \$	= \$
<b>GRAND TOTAL</b>				<b>= \$</b>

**BID SCHEDULE****NORTH AREA – TO BE AWARDED ALL OR NONE**

<b>ITEM NO.</b>	<b>LOCATION</b>	<b>ESTIMATED QUANTITY</b>	<b>PRICE PER TON</b>	<b>EXTENDED AMOUNT</b>
			<b>DOLLARS   CTS</b>	<b>DOLLARS   CTS</b>
635-11	Shoshone Yard, MP165 on SH-26	2,800 TONS	X \$	= \$
635-12	Carey Yard, MP205 on US-93	1,500 TONS	X \$	= \$
635-13	Fairfield Yard, MP153 on SH-20	4,000 TONS	X \$	= \$
635-14	Timmerman RA, MP178 on SH-20	1,300 TONS	X \$	= \$
635-15	Hailey Yard, MP118 on SH-75	1,000 TONS	X \$	= \$
<b>GRAND TOTAL</b>				= \$

**MULTIPLE CONTRACTS MAY BE AWARDED****THIS PAGE MUST BE SIGNED IN BLUE INK & RETURNED WITH YOUR BID**

Signature \_\_\_\_\_ Date \_\_\_\_\_

**INVITATION TO BID (ITB)  
REQUISITION # D153230  
DISTRICT FOUR ANTI-SKID****BID SCHEDULE****REV 6/29/2010 SJ**

**IDAHO TRANSPORTATION DEPARTMENT**

**SIGNATURE PAGE**

Idaho Transportation Department  
Business & Support Management – Purchasing Unit  
3311 W. State St. (P.O. Box 7129)  
Boise, ID 83703 (83707-1129)

**REQUISITION #: D153230**

**REQUISITION TITLE: DISTRICT FOUR ANTI-SKID MATERIALS**

*This response is submitted in accordance with all documents and provisions of the specified Requisition Number and Title detailed above. By my signature below, I accept the terms and conditions as incorporated into this solicitation. As the undersigned, I certify I am authorized to sign and submit this response for the Contractor.*

_____	<u>Not Applicable</u>	<u>Not Applicable</u>
Federal Identification #	Public Works License # (If Req'd)	Additional License #'s (If Req'd)

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
State of Domicile

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
City, State, & Zip

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Fax

\_\_\_\_\_  
Email

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

**BY SIGNING, CONTRACTOR ACKNOWLEDGES HIS/HER RESPONSIBILITY FOR ANY ADDENDA THAT HAVE BEEN ISSUED FOR THIS SOLICITATION AND WILL COMPLY WITH ALL THE TERMS, CONDITIONS, AND SPECIFICATIONS OF THIS SOLICITATION.**

*If **not domiciled** in the State of Idaho, please provide an address where business is conducted in the State of Idaho, if applicable:*

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
City, State, & Zip

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Fax

**THIS PAGE MUST BE SIGNED IN BLUE INK & RETURNED WITH YOUR BID**

**CONTRACTOR'S AFFIDAVIT**

**CONCERNING ALCOHOL AND DRUG-FREE WORKPLACE**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The undersigned being duly sworn upon oath deposes and says that \_\_\_\_\_  
(Contractor Name)

complies with the provisions of Section 72-1717 Idaho Code (Drug Free Workplace program); that

\_\_\_\_\_ provides a drug-free workplace program that complies with the  
(Contractor Name)

provisions of Idaho Code, Title 72, Chapter 17 and will maintain such program throughout the life this

contract and that \_\_\_\_\_ shall subcontract work only to  
(Contractor Name)

subcontractors meeting the requirements of Idaho Code, section 72-1717(1)(a).

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Address

\_\_\_\_\_  
City and State

By: \_\_\_\_\_  
(Signature)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_.  
Commission expires: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC, residing at

\_\_\_\_\_

\_\_\_\_\_

**CONTRACTOR'S AFFIDAVIT**

**CONCERNING ILLEGAL ALIENS**

[http://gov.idaho.gov/mediacenter/execorders/eo09/eo\\_2009\\_10.html](http://gov.idaho.gov/mediacenter/execorders/eo09/eo_2009_10.html)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The undersigned, being duly sworn upon oath, deposes and says that \_\_\_\_\_  
(Contractor Name)

complies with the provisions of Idaho Executive Order 2009-10 (Establishing a Policy for All State  
Agencies Concerning Public Funds); that \_\_\_\_\_ substantiates that all  
(Contractor Name)

employees providing services or involved in any way on projects funded directly by or assisted in whole  
or part by state funds or federal stimulus dollars can legally work in the United States and complies with  
the provisions of Idaho Executive Order 2009-10 and will maintain such throughout the life of this  
contract and that \_\_\_\_\_ shall subcontract work only to subcontractors  
(Contractor Name)

meeting the requirements of Idaho Executive Order 2009-10. Any misrepresentation or any employment  
of persons not authorized to work in the United States constitutes a material breach and shall be cause  
for the imposition of monetary penalties up to five percent (5%) of the contract price, per violation,  
and/or termination of the contract.

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Address

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
City and State

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_.

Commission expires: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC, residing at

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## CONTRACTOR'S RESPONSIBILITY

### **FOR SEALED BIDS:**

**ALL DOCUMENTS** APPLICABLE AT TIME OF BID must be signed **IN BLUE INK**, dated, and returned with your bid documents to allow your bid to be considered. Documents not returned **WILL** result in a non-responsive bid.

**DISCLAIMER:** All required documents may or may not be listed. It is the Contractor's responsibility to review all documents and return as specified.

- 1) **Bid Schedule** must be completed and signed with an original signature
- 2) **Signature Page**
  - Page must be signed with an original signature
- 3) **Contractor's Affidavit Concerning Alcohol and Drug Free Workplace**
- 4) **Contractor's Affidavit Concerning Illegal Aliens**
- 5) **All Addenda Must be Signed** and returned with your Bid Documents.  
It is the Bidder's responsibility to verify if an addendum was issued.
- 6) **ALL BIDS must be submitted in a sealed envelope** with the Vendor's Name, Requisition Number, Bid Open Date, and Project Name clearly marked on the outside of the envelope.

**NO BID ADJUSTMENTS WILL BE ACCEPTED:** Any changes made to a bid must be submitted as a separate bid and all rules remain in effect. ALL REQUIRED paperwork must be re-submitted.